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Attorneys for Plaintiff RAIT Partnership, L.P., a Delaware limited partnership,

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

RAIT PARTNERSHIP, L.P., a Delaware limited
partnership,

Plaintiff,

v.

RICHARD J. NATHAN, an individual,
COMMERCIAL VENTURES, INC., a Delaware
corporation and NATIONAL COMMERCIAL
VENTURES LLC, a Delaware limited liability
company,

Defendants.

CASE NO.: 2:12-CV-01643-GMN-CWH

**SECOND AMENDED STIPULATION
AND ORDER TO STAY LITIGATION
PENDING SETTLEMENT**

Judge: Hon. Gloria M. Navarro

Plaintiff, RAIT Partnership, L.P. ("RAIT"), and Defendants, Richard J. Nathan,
Commercial Ventures, Inc., and National Commercial Ventures LLC ("Defendants"), by and
through their attorneys, hereby stipulate and request that the Court amend and modify the First

1 Amended Stipulation and Order to Stay Litigation Pending Settlement ("Amended Stipulation")
2 approved by the Court on May 10, 2013 (Doc. No. 66). This Second Amended Stipulation and
3 Order to Stay Litigation Pending Settlement ("Second Amended Stipulation") is made on the
4 following grounds:

5 1. On or about February 13, 2013, the Parties engaged in mediation which resulted
6 in an agreement to settle and resolve the present litigation and other disputes among the Parties
7 (the "Original Settlement Agreement"). The material terms of the Parties' Original Settlement
8 Agreement are and remain confidential.

9 2. Pursuant to the terms of the Original Settlement Agreement, settlement
10 obligations were scheduled to be completed on or before May 14, 2013.

11 3. On April 19, 2013, the Parties amended the Original Settlement Agreement
12 ("First Amendment to Settlement Agreement"), the material terms of which are and remain
13 confidential. Pursuant to the terms of the First Amendment to Settlement Agreement, settlement
14 obligations were scheduled to be completed on or before August 31, 2013.

15 4. In light of the First Amendment to Settlement Agreement, the Parties jointly filed
16 a Stipulation and Order to Stay Litigation Pending Settlement. (Doc. No. 64.) On May 10, 2013,
17 this Court entered an order extending the stay. (Doc. No. 66.) The May 10 order provided, "This
18 action shall be stayed until August 31, 2013." (*Id.*) It further provided, "Upon the parties full and
19 complete performance of the Settlement Agreement identified above, the parties will
20 immediately move to dismiss this action with prejudice." (*Id.*)

21 5. On July 10, 2013, the Parties further amended the Original Settlement Agreement
22 in an Acknowledgment and Second Amendment to Settlement Agreement, the material terms of
23 which are confidential. Pursuant to the terms of the Amended Settlement Agreement, settlement
24 obligations are scheduled to be completed on or before December 15, 2013.

25 6. The parties respectfully request that the Court continue the stay of the present
26 case until January 6, 2014 to provide the parties adequate time to fulfill the obligations of the
27 Original Settlement Agreement and Acknowledgment and Second Amendment to Settlement
28

Agreement and seek to dismissal of this action. The Parties agree to inform the Court in the event of a default under the Settlement Agreement or other development which warrants the Court's intervention.

7. This request is not made to delay the litigation or prejudice any party.

WHEREFORE, Plaintiff, RAIT Partnership, L.P., and Defendants, Richard J. Nathan, Commercial Ventures, Inc., and National Commercial Ventures LLC, agree that all proceedings in this case be stayed until January 6, 2014.

Dated: July 17, 2013

Respectfully submitted,

/s/ Grant K. Riley
One of the Attorneys for Defendants

/s/ Lisa C. Sullivan
One of the Attorneys for Plaintiff

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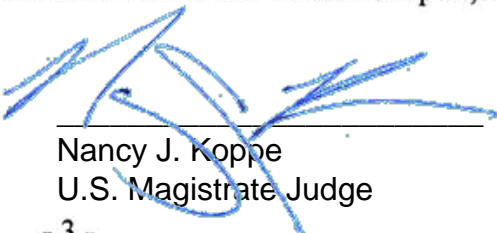
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ORDER

Upon good cause shown, it is HEREBY ORDERED as follows:

1. This action shall be stayed under January 6, 2014.
2. Upon the parties' full and complete performance of the Settlement Agreement identified above, the parties will immediately move to dismiss this action with prejudice.
3. In the event of a breach of the Settlement Agreement or other event which requires Court intervention, the parties will so inform the Court via status report, motion, or other application.

Date: ~~July~~ 18, 2013


Nancy J. Koppe
U.S. Magistrate Judge